

State of Washington
Administrative Office of the Courts
1206 Quince St SE
PO Box 41170
Olympia WA 98504-1170

AOC FISCAL
RECEIVED

APR 04 2017

JIS-LINK

SERVICE AGREEMENT

This Agreement is entered into by and between the Administrative Offices of the Courts, an office of the Judicial Branch of the Washington State government, hereinafter referred to as the "AOC" and City of Everett Attorney's Office hereinafter referred to as the "Subscriber." The Subscriber's address is 2930 Wetmore Ave Everett WA 98201.

The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant to the Subscriber access to the JIS-Link service.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the AOC and the Subscriber agree as follows:

1. **TERM OF AGREEMENT**--The term of this Agreement is from the date of its execution by the AOC will remain in force until terminated pursuant to Paragraph 10 of this Agreement.
2. **WARRANTIES TO AOC**--The Subscriber warrants that it is a Washington State prosecuting attorney's office.
3. **JIS-LINK SERVICE**
 - a. The AOC provides a facility that allows access to court information contained in the Judicial Information System (JIS). This facility is called JIS-Link.
 - b. The court information that the Subscriber is granted access to is set forth in the attached Exhibit A, which by this reference is hereby incorporated.
 - c. The AOC, in its sole discretion, may discontinue or change the JIS-Link service.
 - d. The AOC is under no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.
4. **GRANT OF LICENSE**
 - a. Subject to the performance of the obligations under this Agreement, AOC hereby grants a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access court information from the JIS-Link service.
 - b. The Subscriber shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived by Subscriber under this Agreement are exclusive to Subscriber and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

5. OBLIGATIONS OF SUBSCRIBER

- a. The Subscriber agrees that the user identifiers, passwords, and computer programs, if any, supplied by the AOC are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the AOC.
- b. The Subscriber agrees to ensure that:
 - i. Access and use of the JIS-Link service by its employees is only for the purpose of conducting official prosecuting attorney business;
 - ii. Access and use of the JIS-Link service by its employees complies with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating and/or relating to the dissemination of the information;
 - iii. Access is available only to authorized employees having a cogent need for such information; and
 - iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order.
- c. The Subscriber acknowledges that the Subscriber has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure. The Subscriber further acknowledges that records contained in the Juvenile Court Information System (JUVIS) or any replacement application for JUVIS are subject to the provisions of Chapter 13.50 RCW and agrees that the Subscriber will access such records only when the Subscriber is (1) pursuing an investigation or case involving the juvenile in question, or (2) assigned responsibility for supervising the juvenile.
- d. Because of the high risk associated with the use of wireless LANS for JIS access, the Subscriber agrees to comply with the JIS General Policy requirements for wireless networks. A copy of the JIS General Policy Wireless Networks requirements are set forth in the attached Exhibit B and by this reference is hereby incorporated.

6. COSTS

- a. Subscription fees are waived.
- b. The Subscriber is responsible for the cost of the computer equipment and method of accessing the JIS-Link service.

7. DISCLAIMER OF WARRANTIES

- a. The AOC provides no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to any computer programs or any information or data provided under this Agreement.
- b. The AOC provides no warranties, express or implied, that the information or data provided is accurate, current, correct, or complete. It is expressly understood by the parties that it is the responsibility of the Subscriber to verify information or data obtained under this Agreement against official court information reposing at the court of record.

8. **LIMITATION OF LIABILITY**--The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an "As Is" basis and that the information and data may be subject to error or omission and correspondingly agrees that the AOC shall not be responsible nor liable in any way whatsoever for the validity of any data provided or for the use of the information and data provided. Specifically:

- a. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use of any information, data, or other materials provided under this Agreement.
- b. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete information or data provided under this Agreement.
- c. The AOC shall not be liable to the Subscriber or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.

9. **INDEMNIFICATION**--The Subscriber agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.

10. TERMINATION

- a. **Termination Without Cause**--Either the Subscriber or the AOC may terminate this Agreement by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination which must be at least thirty (30) calendar days subsequent to the date such notice was provided.
- b. **Termination For Cause**--The Subscriber accepts full responsibility and liability for any violations of this Agreement by the Subscriber's employees or agents of the Subscriber and any such violation shall result in immediate termination of the Subscriber's access to the JIS-Link services without notice. In such event, the Subscriber shall be liable for damages as authorized by law.

11. **ASSIGNMENT**--The Subscriber may not assign this Agreement.

12. **SURVIVAL**--The provisions of Paragraphs 5, 7 and 8 of this Agreement shall survive the termination of this Agreement.

13. **SEVERABILITY**--If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.


14. **WAIVER/MODIFICATION**--Any failure of the AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provisions or any other provisions under this Agreement.

15. **GOVERNING LAW**--This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

16. ENTIRE AGREEMENT--This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

IN WITNESS WHEREOF, the AOC and the Subscriber have signed this Agreement.

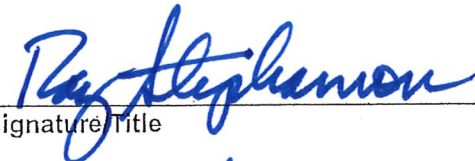
ADMINISTRATIVE OFFICE OF
THE COURTS



Stephanie Happold,
Data Dissemination Administrator

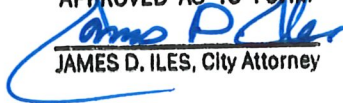
DATE: 4/4/17

SUBSCRIBER


Signature Title

DATE: 3/27/2017

APPROVED AS TO FORM


JAMES D. ILES, City Attorney

ATTEST:


City Clerk

12/2006

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

JIS-Link Service Agreement

	Briefing
	Proposed Action
	Consent
x	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing

Originating Department

Phone Number

FOR AGENDA OF

Legal

David Hall

425-257-8624

March 22, 2017

Department Head

Council President

db
ff

Department(s) Approval

Service Agreement

Council approved
on 3/22/2017 st